

Minutes of the 5 June 2012
Regular Meeting of the Yancey County Board of Commissioners
Held at 7:00 o'clock p.m. in the Yancey County Courtroom
Yancey County Courthouse, Burnsville, North Carolina

Present at the 5 June 2012 meeting of the Yancey County Board of Commissioners were Chairman Johnny Riddle, Commissioner Jill Austin, Commissioner Michele Presnell, Commissioner Marvin Holland, County Manager Nathan Bennett, Clerk to the Board Jason Robinson, County Attorney Donny Laws, Yancey County Transportation Authority Director Lynn Austin, Yancey County Senior Center Director Vivian Hollifield, members of the media, and members of the general public.

Call to Order and Approval of Agenda

Chairman Riddle called the meeting to order. He then asked Dr. Dan Barron with the AMY Regional Library to deliver the invocation. Chairman Riddle then asked Commissioner Presnell to lead everyone in the Pledge of Allegiance. Chairman Riddle then asked for a motion to approve the agenda. Commissioner Presnell then made a motion to approve the agenda and it was seconded by Commissioner Holland. The vote to approve was unanimous. (Attachment A)

Approval of the Minutes

The Board next considered the minutes from the May 1st regular meeting, and the May 14th special meeting. Commissioner Presnell made a motion to approve those minutes and it was seconded by Commissioner Holland. The vote to approve was unanimous.

Public Comment

The first person to speak before the Board was Bill Grover. He spoke about the first signs of our "lala land" disappearing after the election was the installation of the gates and the wall in the courtroom here in the courthouse. The next person to speak was Dr. Dan Barron. Dr. Barron wanted to take the opportunity to update the Board of the AMY Regional Library long range plans. Dr. Barron also stated that the library was doing surveys for all of the public and its funding sources in April and July. The next person to speak before the Board was Guy Packard who is the owner of the new ice cream parlor in town, The Ice Cream Deck. He stated that he was the voice of several downtown merchants who opposed the county putting the license plate agency in the Library Annex. The final person to speak before the Board was Anthony Robinson who urged churches to revoke their 501(c) 3 tax exempt status because it stops churches from speaking out against the government. Also according to him our tax dollars are being used to build up a huge military to turn against the people and that the CIA is responsible for a lot of the "security issues" we have in this country.

Yancey County Transportation Authority

The Board next heard from Lynn Austin, Director of the Yancey County Transportation Authority (YCTA). Ms. Austin stated that she was coming before the Board to ask for approval and support of a grant application for the Rural Operating Assistance Program (ROAP). This program helps to pay for the elderly, disabled, and work first subsidies and keeps rates low. The grant is for \$111,014 which is about \$3,000 more than last year. It does require YCTA to bring in \$5,300 in fares but that should not be a problem. Upon hearing from Ms. Austin, Chairman Riddle opened up a public hearing concerning the ROAP grant. The first person to speak to the Board was Vivian Hollifield, Director of the Senior Center, who thanked YCTA for what they do and how they help the senior center. The next person to speak was Bill Grover who wanted to know what the rules were for driving on private roads. Mrs. Austin informed him that usually YCTA will come to a house as long as the road is passable. Having no more comments, Commissioner Holland made a motion to close the public hearing and it was seconded by Commissioner Presnell. The vote to approve was unanimous. Chairman Riddle then asked for a motion to approve the grant application and authorize the execution of any documents related to the grant. The motion was made by Commissioner Austin and was seconded by Commissioner Presnell. The vote to approve was unanimous. (Attachment B)

Solid Waste Management Plan of 2012

The Board next heard from County Manager Nathan Bennett concerning the Yancey County Solid Waste Management Plan. Mr. Bennett informed the Board that this is a plan that is required every ten years but it has to have an update every three years by the North Carolina Department of Environment and Natural Resources. Mr. Bennett went through the plan and highlighted portions of the plan that included the addition of recycling at the Egypt-Ramseytown

and Pensacola site in 2011. (Attachment C) Upon hearing from County Manager Bennett, Chairman Riddle opened up a public hearing that is required for these plans. Commissioner Holland asked about large volumes of paint and tin cans. It was also asked about pesticides. Mr. Bennett responded that the county recycling centers are not able to handle paint in large volumes and that the Cooperative Extension Service at certain times will take in pesticides. Mr. Bennett also stated that in the future that the county wanted to focus on tin cans, florescent lights, and batteries. He also stated that the county needs a better program for paint disposal. Jonathan Austin asked about a program in Mitchell County that allows people to take usable stuff out of the waste stream. Mr. Bennett replied that he was not sure what Mitchell County does but he would like to look at an exchange program here but there would be liability issues. Mr. Austin also asked about debris that was blowing from trucks that were hauling solid waste from the transfer station. Mr. Bennett stated that before the trucks were not well covered but the Highway Patrol was contacted and that problem has been solved. Having no further relevant comments Commissioner Holland made a motion to close the public hearing. The motion was seconded by Commissioner Austin and the vote to close was unanimous. Chairman Riddle then asked for a motion to approve a resolution adopting the Yancey County Solid Waste Plan update for 2012 (Attachment D). The motion was made by Commissioner Presnell and was seconded by Commissioner Austin. The vote to approve was unanimous.

Finance Office Report

The Board next heard from Finance Officer Brandi Burleson concerning the 2012-13 fiscal year budget. Ms. Burleson informed the Board that the 2012-13 budget is balanced unless there are any last minute changes. Ms. Burleson stated that the public hearing for the budget will be on June 19th at 6:00 pm and the last work session will be on June 25th at 8:00 am. Ms. Burleson reported that this year's budget is \$434,000 less than last year's budget.

Yancey County Committee on Aging

The Board next heard from Vivan Hollifield with the Yancey County Senior Center. Ms. Hollifield informed that Board that she was coming before them to get approval for a budget revision for 2011-12 and to approve the budget for 2012-13. Ms. Hollifield stated that it was necessary to an emergency budget adjustment because Yancey County received more funds than they had planned on. Upon hearing from Ms. Hollifield, Commissioner Presnell made a motion to approve the budget adjustment for 2011-12. The motion was seconded by Commissioner Austin and the vote to approve was unanimous. (Attachment E) Ms. Hollifield also asked the Board to approve the budget for the senior center for 2012-13 from the Home and Community Care Block Grant (HCCBG). This budget is for \$201,036 and has a required local match of \$22,000 this is to fund the senior center for the coming year. Commissioner Presnell asked about the progress of the new senior center project. Ms. Hollifield stated that several potential funding streams have been identified and that the first hurdle has been cleared for \$75,000 from the Appalachian Regional Council. Also, a packet has been submitted to USDA for possible funding. Upon hearing from Ms. Hollifield, Commissioner Presnell made a motion to approve the HCCBG, Yancey County Senior Center Budget for 2012-13. The motion was seconded by Commissioner Austin and the vote to approve was unanimous. (Attachment F)

Region D Development Corporation Appointments

The Board next heard from County Manager Nathan Bennett who informed the Board that the Region D Development Corporation needed to have four appointments. The development corporation meets only about 4 times per year and the members serve for a term of one year. Upon hearing from County Manager Bennett, Commissioner Holland made a motion to reappoint Ron Deyton, Nathan Bennett, Walter Savage, and John Young to the Region D Development Corporation. The motion was seconded by Commissioner Austin and the vote to approve was unanimous.

County Manager Business

The Board next heard from County Manager Nathan Bennett. Mr. Bennett first gave an update on the Comprehensive Recreation Grounds (CRG) that it was progressing nicely and Phase 1 should be complete within a week. Mr. Bennett stated that the hope is to have the ball fields completed and ready by next spring. Mr. Bennett also stated that the East Yancey Sewer project is coming along as scheduled and have had a few issues with property owners. Mr. Bennett also updated the Board on the North Carolina License Plate Agency. He stated that the county has been approved to operate the tag office and that someone from the DMV came to look at the potential site of the license plate agency. Mr. Bennett stated that he saw no parking

issues at all and had been monitoring the parking situation around the library annex building and there was always plenty of parking spaces.

County Attorney Business

County Attorney Donny Laws informed the Board that there was a proposed lease for the aggregation center. The lease is a two year lease at \$2,000 per month with Mr. Sam Young to lease the old tomato co-op building. The remodeling is going on now and is being paid for by Mr. Young at his expense with repayment coming in the lease payments. In this contract there is also a right of first refusal to buy the building if it is marketed. Mr. Laws stated that he felt it was a good contract and recommended the Board authorizing the county manager to execute the lease and make any technical corrections that needed to be made. Upon hearing from County Attorney Laws, Commissioner Austin made a motion to authorize the county manager to execute the lease and to negotiate any technical changes to the lease. The motion was seconded by Commissioner Holland and the vote to approve was unanimous. (Attachment G) Mr. Laws next informed the Board about the lease with Dottie Buker for her tennis court on Aunt Effie Drive. This is a five year lease and it is at no cost to the county. The tennis court will be run as a Yancey County recreation park and if either party is unhappy with the lease then it can be terminated with 60 days notice. Upon hearing from Mr. Laws, Commissioner Holland made a motion to authorize the county manager to execute the lease and enter into a lease agreement. The motion was seconded by Commissioner Presnell and the vote to approve was unanimous. (Attachment H) The final item that Mr. Laws had for the Board's examination was a memorandum of understanding between the county and Energy Xchange for the use of a tractor at the Yancey Mitchell Transfer Station. The memorandum would allow Energy Xchange personnel to run the tractor. Upon hearing from Mr. Laws, Commissioner Presnell made a motion to authorize the county manager to execute the document. The motion was seconded by Commissioner Holland and the vote to approve was unanimous. (Attachment I)

Commissioner Business

Chairman Riddle then asked any of the Board if they had any announcements or business. No commissioner had any business to report this month.

Adjournment

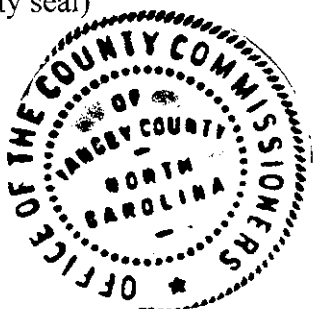
Having no further business Commissioner Presnell made a motion to adjourn and it was seconded by Commissioner Holland. The vote to adjourn was unanimous.

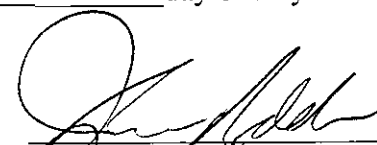
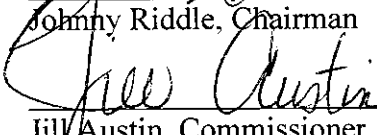
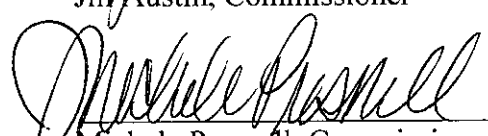
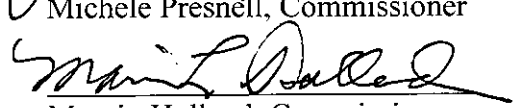
Approved and authenticated on this the _____ 3rd _____ day of July 2012.

Attest:


J. Jason Robinson
Clerk to the Board

(county seal)




Johnny Riddle, Chairman

Jill Austin, Commissioner

Michele Presnell, Commissioner

Marvin Holland, Commissioner

COUNTYMANAGER
Nathan Bennett



COMMISSIONERS
Jill Austin
Dale England
Marvin Holland
Michele Presnell
Johnny Riddle

YANCEY COUNTY

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AGENDA

YANCEY COUNTY BOARD OF COMMISSIONERS REGULAR BUSINESS MEETING

June 5, 2012

7:00 P.M.

- I. Call to Order – Chairman Johnny Riddle
- II. Invocation and Pledge of Allegiance to the Flag
- III. Approval of the Agenda
- IV. Approval of Minutes
- V. Public Comment
- VI. Yancey County Transportation Authority – Lynn Austin, Director, YCTA
 - a. Rural Operating Assistance Program (ROAP) – Grant Application – Overview
 - b. **PUBLIC HEARING**
 - c. **RESOLUTION** – ROAP Grant Program
- VII. Yancey County Solid Waste Management Plan of 2012 – Nathan Bennett, County Manager
 - a. Yancey County Solid Waste Management Plan of 2012 (Update) – Overview
 - b. **PUBLIC HEARING**
 - c. **RESOLUTION** – Solid Waste Management Plan of 2012
- VIII. Finance Office Report – Lynne Hensley, Finance Director and Brandi Burleson, Finance Officer
 - a. Fiscal Year 2012-13 Budget Update
- IX. Yancey County Committee on Aging – Vivian Hollifield, Senior Center Director
 - a. Home and Community Care Block Grant (HCCBG) – FY 12-13 Budget
- X. Board Appointments
 - a. Region D Development Corporation (4 Seats)
- XI. County Manager Report
 - a. Special Projects Update
- XII. County Attorney Report
 - a. Buker Tennis Court Lease Agreement
 - b. Agriculture Center Lease Agreement
- XIII. Commissioner Reports
- XIV. Adjourn

Attachment B

Application for Transportation Operating Assistance

FY2013 Rural Operating Assistance Program Funds

NAME OF APPLICANT AGENCY	Yancey County Transportation Authority
CONTACT PERSON	Nathan Bennett
CONTACT PERSON'S EMAIL ADDRESS	nbennett@yanceycountync.gov
CONTACT PERSON'S PHONE NUMBER	Brandi Burleson
CONTACT PERSON'S PHONE NUMBER	bburleson@yanceycountync.gov
CONTACT PERSON'S PHONE NUMBER	828-682-3971
CONTACT PERSON'S PHONE NUMBER	Lynn Austin
CONTACT PERSON'S PHONE NUMBER	YCTA Director
CONTACT PERSON'S PHONE NUMBER	laustin@yanceycountync.gov
CONTACT PERSON'S PHONE NUMBER	828-682-6144
CONTACT PERSON'S PHONE NUMBER	Yancey County Transportation Authority
CONTACT PERSON'S PHONE NUMBER	Lynn Austin
CONTACT PERSON'S PHONE NUMBER	laustin@yanceycountync.gov

Application Completed by: _____ Date: _____
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines.

County Manager: Nathan R Bennett Date: 6-5-2012
Signature

County Finance Officer: Brandi Burleson Date: 6/5/12
Signature

Application Instructions

County officials should read the ROAP Program State Management Plan which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If needed, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-PTD Mobility Development Specialist assigned to the area served by the transit system.

FY2013 ROAP Program Schedule

Application Deadline	June 20, 2012
Proposed First Disbursement (25%)	August 15, 2012
Proposed Second Disbursement (75%)	September 28, 2012

County's Management of ROAP Funds

All counties are eligible to receive Rural Operating Assistance Program (ROAP) funding from the State of North Carolina. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process.
- ROAP funds are expended on eligible activities only.
- Supporting documentation of expenditures is maintained.
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips and services funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips, services and expenditures is provided in a semi-annual report to NCDOT.
- ROAP funds received and expended are included in the local annual audit.

A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the community transit system, to recommend how the ROAP funds should be sub-allocated?	YES
B. In addition to the public hearing notice and the public hearing, were other outreach efforts conducted to inform the public about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided to sub-allocate the ROAP funds?	YES
C. Does the federally funded Community Transportation System operating in the county have a Community Transportation Service Plan (CTSP) or Community Transportation Improvement Plan (CTIP) that was developed in the last five years or being completed at this time? <i>Date of the plan:</i>	NO
D. Does your county have a Coordinated Public Transit-Human Services Transportation Plan (LCP) that provides a list of unmet transportation needs and/or gaps in transportation services? <i>Date of the plan: 12/7/09</i>	YES
E. Does the county have other transportation plans that address public transportation needs?	NO
If yes, list and describe these plans.	
F. How did the county decide who would receive the ROAP funds? List the names of anyone who participated in the decision to suballocate the ROAP funds and their role in the community. YCTA uses the TAB Board to help make the decisions of where our ROAP funds are needed most and would best serve the need within the county. YCTA does not sub-allocate any funds to any other agencies.	
G. How did the county decide on the amount of ROAP funds to sub-allocate to a subrecipient? As far as what the county gives to each individual is decided upon by the TAB board.	
H. Does the county disburse/allocate ROAP funds to any county governmental departments?	NO

I. If yes, how does the county account for these funds within the county's accounting system?	
J. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	NO
K. If yes, does the county have a written agreement with these agencies that addresses the proper use and accountability of these funds? <i>(Include a sample agreement with application)</i>	
L. ROAP funds cannot be used instead of using the existing transportation funding an agency or organization receives from any other funding source. If any of the departments, agencies or organizations receiving ROAP funding from the county get transportation funding from other Federal, State or Local funding sources, list those funding programs: N/A	
M. Do any subrecipients receive ROAP funds before any transportation services or trips are provided, and refund the unused portion at the end of the period of performance?	NO
N. Are ROAP funds being deposited in an interest bearing account?	YES
If no, then why aren't ROAP funds deposited in an interest bearing account?	
O. What does the county do with the interest from the ROAP funds? It goes back into the account in which the interest is earned and that money is used to aid in transportation in that particular grant.	
P. Does the county provide any local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?	NO
Q. Is supporting documentation maintained for all ROAP grant financial transactions for five years? IMPORTANT: Yes is the only correct answer.	YES
R. The Finance Officer OR the Executive Director of an eligible transportation authority will be responsible for the oversight and evaluation of the transportation services provided with the ROAP funding? IMPORTANT: Yes is the only correct answer.	YES
S. Does the county require the subrecipients of ROAP funds to provide progress reports and statistical data about the services and trips provided with ROAP funds?	YES
T. If progress reports and/or operating statistical reports are required by the county, how frequently are these provided to the county for evaluation? The ROAP money is not sub allocated out to any other agencies or County Departments so there for YCTA keeps track of the financial data on a month to month basis as well as all the data.	
U. Does the county require the subrecipients of ROAP funds to use the transportation services of the federally funded Community Transit System operating in the county?	YES
V. Are subrecipients of ROAP funds coordinating transportation services with other subrecipients in the county therefore reducing any duplication of effort?	YES
W. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	YES

Accountability to North Carolina Taxpayers (con't)	Yes or No
X. Is the county prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at the specified cost?	YES
Y. A semi-annual ROAP Report must be completed and sent to NCDOT. Who will be designated to complete these reports in FY2013? <i>(name, title, employer)</i> LYNN AUSTIN, YCTA DIRECTOR, YANCEY COUNTY	

Elderly and Disabled Transportation Assistance Program

The Elderly and Disabled Transportation Assistance Program (EDTAP), originally enacted by legislation in the 1989 Session of the North Carolina General Assembly (Article 2B, 136-44.27), provides operating assistance funds for the transportation of the state's elderly and disabled citizens. This transportation assistance allows the elderly and disabled to reside for a longer period in their homes, thereby enhancing their quality of life.

Elderly and Disabled Transportation Assistance Program Questions	Yes or No
<p>A. What will be the purposes of the transportation services provided with EDTAP funds? <i>(Check all that apply)</i></p> <p> <input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking <input type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input type="checkbox"/> Transportation to workplace <input type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.) <input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit) <input checked="" type="checkbox"/> Human service agency appointments </p>	
<p>B. How will the transportation service be provided? <i>(Check all that apply)</i></p> <p> <input checked="" type="checkbox"/> Public Transportation System <input type="checkbox"/> Private Provider <input type="checkbox"/> Taxi Service <input type="checkbox"/> Agency Staff Driver <input type="checkbox"/> Volunteer Driver </p>	
<p>C. Are any of the EDTAP services you are funding, listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan:</i> <i>Plan Title:</i></p>	NO
<p>D. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EDTAP funds?</p>	YES
<p>If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EDTAP funds the transit system receives?</p>	NO
<p>Can the Community Transit System use any of the EDTAP funds it receives to provide transportation for elderly and disabled citizens of the county who do not have a human service agency or organization to pay for the service?</p>	YES
<p>If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the services the transit system is providing for the elderly and disabled? <i>See these page numbers in the plan:</i> <i>Plan Title:</i></p>	MORE THAN 6

Does the CTSP recommend any new EDTAP funded services for FY2013? <i>See these page numbers in the plan:</i> <i>Plan Title:</i>	NO
E. Will any of the subrecipients use their EDTAP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance only.)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	NO
F. Will any of the subrecipients of EDTAP funds charge a fare for an EDTAP funded trip?	NO
If yes, how much will the fare be?	
If yes, how will the fare revenue be used?	
G. Do any of the subrecipients of EDTAP funds restrict EDTAP funded services based on the origin, timing or destination of the trip?	YES
H. Is there a process or policy for determining when it is appropriate to transfer EDTAP funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?	No , we never have any left over
I. EDTAP funded services are expected to be provided throughout the entire year. If the EDTAP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	NO

Employment Transportation Assistance Program

The Employment Transportation Assistance Program (EMPL) is intended to help DSS clients that transitioned off Work First or TANF in the last 12 months, Workforce Development Program participants and/or the general public to travel to work, employment training and/or other employment related destinations.

<p>A. What will be the purposes of the transportation services provided with EMPL funds? <i>(Check all that apply)</i></p> <p><input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes</p> <p><input checked="" type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.)</p> <p><input checked="" type="checkbox"/> Child(ren) of working parent transported to Child Care</p>
<p>B. How will the transportation service be provided? <i>(Check all that apply)</i></p> <p><input checked="" type="checkbox"/> Public Transportation System</p> <p><input type="checkbox"/> Private Provider</p> <p><input type="checkbox"/> Taxi Service</p> <p><input type="checkbox"/> Agency Staff Driver</p> <p><input type="checkbox"/> Volunteer Driver</p>
<p>C. Describe the eligibility criteria to be used in this county to determine who will be provided EMPL funded trips. They must present a training schedule, payroll stub, class schedule and proof of ID before becoming eligible for EMPL trips.</p>

D. Are any of the EMPL services you are funding, listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan:</i> <i>Plan title:</i>	NO
E. Does the federally funded Community Transit System operating in your county receive a sub-allocation of EMPL funds?	YES
If yes, does the county dictate which agencies and organizations will receive transportation services with any of the EMPL funds the transit system receives?	NO
Can the Community Transit System use any of the EMPL funds it receives to provide transportation for citizens in the county who need transportation to a job or employment related destination and who do not have a human service agency or organization to pay for the service?	YES
If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the services the transit system is providing for the employed or unemployed? <i>See these page numbers in the plan:</i> <i>Plan title:</i>	MORE THAN 6
Does the CTSP recommend any new EMPL funded services for FY2013? <i>See these page numbers in the plan:</i> <i>Plan title:</i>	NO
F. Will any of the subrecipients of EMPL funds charge a fare for an EMPL funded trip?	NO
If yes, how much will the fare be?	
If yes, how will the fare revenue be used?	
G. Do any of the subrecipients of EMPL funds restrict EMPL funded services based on the origin, timing or destination of the trip?	YES
H. Is there a process or policy for determining when it is appropriate to transfer funds from one sub-recipient to another to prevent there being unspent funds at the end of the period of performance?	NO
I. Has the county transferred any EMPL funds to EDTAP or RGP in the last two years?	NO
J. Will any of the subrecipients use their EMPL sub-allocation as matching funds for any of the following programs? (<i>Matching funds for operating assistance only.</i>) 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	NO
K. EMPL funded services are expected to be provided throughout the entire year. If the EMPL funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	NO

Rural General Public Program

The Rural General Public Program assistance funds are intended to provide transportation services for individuals from the county who are not receiving transportation benefits from human service agencies or organizations. The county, in consultation with the Community Transportation System, must determine the RGP services to be provided with the formula RGP funds.

Rural General Public Transportation Program Questions	Yes or No
<p>A. What will be the trip purposes of the transportation services provided with RGP funds? <i>(Check all that apply)</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Personal care activities, medical appointments, pharmacy pick-up, shopping, bill paying, meetings, classes, banking <input checked="" type="checkbox"/> Job interviews, job fair attendance, job readiness activities or training, GED classes <input type="checkbox"/> Transportation to workplace (Scheduled by the individual only. No agency scheduled trips.) <input type="checkbox"/> Child(ren) of working parent transported to child care <input checked="" type="checkbox"/> Group field trips/tours to community special events (Federal charter regulations apply to transit.) <input type="checkbox"/> Overnight trips to out-of-county destinations (Federal charter regulations apply to transit.) <input checked="" type="checkbox"/> Human service agency appointments 	
<p>B. How will the transportation service be provided? <i>(Check all that apply)</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Public Transportation System <input type="checkbox"/> Private Provider <input type="checkbox"/> Taxi Service <input type="checkbox"/> Volunteer Driver 	
<p>C. Are any of the RGP funded services the transit system will provide listed as an unmet need or gap in service in the Public Transit-Human Service Coordination Plan or any other transportation plan for your county? <i>See these page numbers in the plan:</i> Plan title:</p>	NO
<p>D. If the transit system's Community Transportation Service Plan (CTSP) is less than six years old, does it describe and evaluate the general public services the transit system does in the county for citizens who need transportation but don't have a human service agency or organization to pay for the service? <i>See these page numbers in the plan:</i> Plan title:</p>	MORE THAN 6
<p>E. Does the CTSP recommend any new RGP funded services for FY2013? <i>See these page numbers in the plan:</i> Plan title:</p>	NO
<p>F. Will RGP services be provided to citizens who need transportation but don't have a human service agency or organization to pay for the service?</p>	YES
<p>G. Will any of the RGP funded services be restricted based on origin, timing or destination of the trip to control the expenditure of funds overtime?</p>	YES
<p>H. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transit System use fare revenue to generate the local 10% match requirement for RGP funds?</p>	YES
<p>If yes, how much will the fare be? DEPENDS ON HOW FAR THE DESTINATION IS .70 CENTS BEING THE LOWEST CHARGE AND \$21.60 BEING THE HIGHEST CHARGE ON FARES.</p>	
<p>If yes, how will the fare revenue be used? THE MATCH WILL GO BACK INTO THE GENERAL FUND TO USED FOR TRANSPORTATION SERVICES in that particular area.</p>	
<p>If no, describe the source of the required matching funds?</p>	

I. Will RGP funded trips be coordinated with human service agency trips?	YES
J. How will the Community Transit System market the proposed RGP funded services? NEWSPAPER, RADIO AND WORD OF MOUTH	
K. Will the Community Transit System use any of their RGP sub-allocation as matching funds for any of the following programs? <i>(Matching funds for operating assistance only)</i> 5310 – Elderly Individuals and Individuals with Disabilities Program 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program	5310
L. Is any part of the county in an urbanized area according to the 2000 census?	YES
M. RGP funded services are expected to be provided throughout the entire year. If the RGP funds are expended in less than a year, will the county provide county funds to prevent the discontinuation of transportation services?	YES

Important – A public hearing MUST be conducted whether or not requested by the Public.

ROAP PUBLIC HEARING RECORD

Date Public Notice was published: 5/23/12

APPLICANT: Yancey County Transportation Authority

DATE: 6/5/12

PLACE: Yancey County Courthouse

TIME: 7:00 p.m.

How many **COMMISSIONERS** attended the public hearing? 4

How many members of the **PUBLIC** attended the public hearing? 25

Public Attendance Surveys

☐ (Attached)

☒ (Offered at Public Hearing but none completed)

I, the undersigned, representing Yancey County Transportation Authority do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

☐ (NO public comments)

☒ (Public Comments were made and meeting minutes will be submitted after board approval)

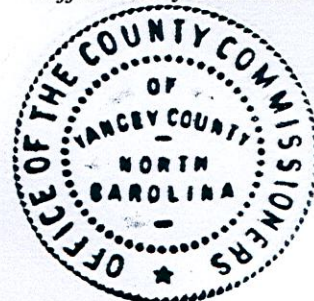
The estimated date for board approval of meeting minutes is: 7/3/12


Signature of Clerk to the Board

J. Jason Robinson, Clerk to the Board
Printed Name and Title

6/5/12
Date

Affix County Seal Here



Voluntary Title VI Public Involvement

Title VI of the Civil Right's Act of 1964 requires North Carolina Department of Transportation to gather statistical data on participants and beneficiaries of the agency's federal-aid highway programs and activities. The North Carolina Department of Transportation collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

The North Carolina Department of Transportation wishes to clarify that this information gathering process is **completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact Sharon Lipscomb, the Title VI Manager at telephone number 919.508.1808 or email at slipscomb@ncdot.gov.

Project Name:		Date:
Meeting Location:		
Name (please print)		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:		National Origin:

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation.

CERTIFIED STATEMENT
FY 2013
RURAL OPERATING ASSISTANCE PROGRAM
County of Yancey

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Public Transportation Division provides funding for the operating cost of passenger trips and for other transportation services for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CTSP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipient of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP application. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips and transportation services provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1A, FTA C 4704.1, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2012 to June 30, 2013 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Yancey North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low income persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips and services for five years that prove that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips and transportation services provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.
- The county assures that the required matching funds for the FY2013 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Mobility Development Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips, services and expenditures in semi-annual reports to NCDOT -- Public Transportation Division or its designee.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amounts of FY 2013 Rural Operating Assistance Program funds:


Elderly & Disabled Transportation Assistance Program (EDTAP)	\$51,026.00	\$51,026.00
Employment Transportation Assistance Program (EMPL)	\$6,708.00	\$6,708.00
Rural General Public Program (RGP)	\$53,280.00	\$53,280.00
TOTAL	\$111,014.00	\$111,014.00

WITNESS my hand and county seal, this 5 day of June, 2012.


 Signature of Board of County Manager/Administrator
 Nathan Bennett

Printed Name of County Manager/Administrator

State of North Carolina County of Yancey

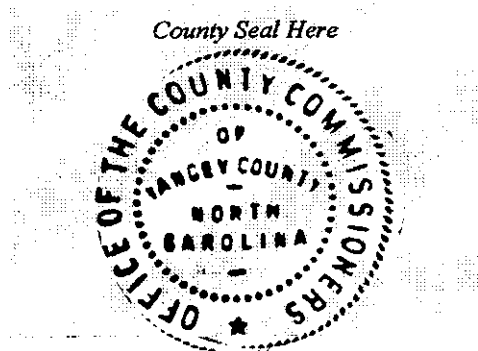

 Signature of Board of County Commissioners Chairperson
 Johnny Riddle

Printed Name of Chairperson


 Signature of County Finance Officer

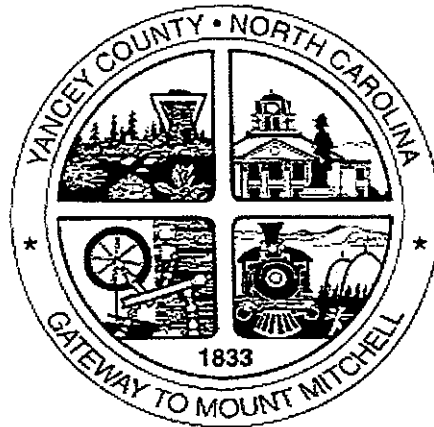
Brandi Burleson

Printed Name of County Finance Officer



Attachment C

YANCEY COUNTY SOLID WASTE MANAGEMENT PLAN UPDATE



JUNE 30, 2012

Yancey County Government
110 Town Square, Room 11
Burnsville, North Carolina 28714

INTRODUCTION

In June 1997, the Yancey County Board of Commissioners adopted the Yancey County Solid Waste Management Plan in accordance with NC General Statute 130A-309.09A. The plan covered all aspects of solid waste management in Yancey County, including the Town of Burnsville, for a ten-year planning period (FY 1996/97 through FY 2005/06). This update covers the same geographic area for the period FY 2007/08 through FY 2018/19. The update outlines Yancey County's intended solid waste management and reduction programs, and sets waste reduction goals for the next ten year period.

Geographic Area and Economic Characteristics

Yancey County is located in the western part of the state, in the heart of the Blue Ridge Mountains. Yancey County borders the counties of Madison, Buncombe, McDowell, Mitchell and also borders the state of Tennessee to the northwest. Yancey County has a total area of 313.03 square miles, with 312.22 square miles of land area. The average elevation is 2,817 feet above sea level. The Town of Burnsville is the county's only incorporated municipality, and is the county seat.

Yancey County has experienced little population growth since 2000. According to the US Census, the county has increased in population from 17,774 in 2000 to 17,818 in 2010, representing a 0.2% increase. This rate of growth is significantly less than the population growth rate of the state between 2000 and 2010, which was 18.5%. The 2010 Census shows Burnsville to have a population of 1,693. Yancey County's population is projected to increase to 18,849 by 2020, which represents a population increase of 1.05% compared with 2010.

Yancey County will continue to have one of the state's highest median ages with a projected median age of 45.9 by 2025. This is indicative of a county with an aging population base and is a significant factor in its relatively slow population growth.

Unemployment is above the State average in Yancey County. In 2008, the annual unemployment rate was 7.8%. The county's 2010 median household income was \$35,703, compared to \$45,570 for the State of North Carolina. The county's economy is in transition, with a significant loss of manufacturing jobs in the past ten years, and only moderate gains in new job creation. However, tourism comprises a sizeable portion of the local economy: in 2000 total revenue generated in Yancey County was \$22.2 million; in 2010 that figure was \$29.9 million.

UPDATE DEVELOPMENT AND PUBLIC PARTICIPATION

The update was developed by the Yancey County Public Works Department and Yancey County Administration, with assistance from High Country Council of Governments. Drafts of the update were presented to management and public works staff of the Town of Burnsville for comment. A public hearing was held to gather citizen input on the draft update, and copies of the draft were made available to the public for review.

WASTE REDUCTION GOALS

The Yancey County Solid Waste Management Plan for FY 1996/97 through FY 20005/06 set the following waste reduction goals:

40% waste stream reduction by June 30, 2001.

40% waste stream reduction by June 30, 2006.

These reduction figures were based on a 1991 baseline per capita disposal rate of 1.01 tons/year (provided by NCDENR, Division of Waste Management, Solid Waste Section). These goals were changed to 5% waste reduction by 2006 and 10% by 2013 in the Solid Waste Management Plan Update for 2000. Based on Yancey County's County Waste Disposal Report for FY 1998/99 (provided by Solid Waste Section), the per capita disposal rate for the county was 0.733 tons/year.

Based on Yancey County's County Waste Disposal Report for FY 2001/02 (provided by the Solid Waste Section), the per capita disposal rate for the county was .65 tons/year. This figure represents a 36% decrease in the waste stream per capita as compared to the baseline per capita rate of 1.01. Therefore, the county set the following waste reduction goals for the planning period covered by the 2003 update.

38% waste stream reduction by June 30, 2006.

40% waste stream reduction by June 30, 2013.

With a per capita disposal rate of 0.64 for FY 2004-05, the 2006 goal was achieved. Therefore, the County retained the FY 2012-2013 goal of 40%, and set a new FY 2015-2016 goal of 40% as well.

Yancey County's FY 2007-08 per capita disposal rate was 0.79, a 23% increase over FY 2004-05. Yancey County's 2010-11 per capita disposal rate was 0.65, a decrease of 17.7% compared to FY 07-08. The County's new FY 2021-22 goal will be 40%.

WASTE STREAM ANALYSIS

A Waste Stream Summary is included in the Appendix.

PLANNING ELEMENTS

The following solid waste management planning elements were analyzed during development of this update. Analysis of the elements included examination of current programs and feasibility of additional programs/efforts.

1. Source Reduction

Individual counties, especially rural counties, are somewhat limited in the amount of solid waste reduction that can be realized, regardless of programs that could be implemented. Packaging by manufacturers and national consumer preferences for convenience determine a great deal of waste stream in any county. Even the most conscientious efforts to reduce waste are limited by the fact that many goods can be obtained only in wasteful packaging. Rural counties (such as Yancey) do not have a sufficient number of businesses and industries to effectively promote waste exchanges, financial incentives, or other programs that would result in a significant source reduction.

2. Collection

At the time of development of the ten-year Solid Waste Management Plan in 1997, Yancey County operated one staffed convenience center and 11 unstaffed green box sites. The county currently operates six staffed convenience centers and no green box sites. The convenience centers accept residential solid waste and the following recyclables: cardboard, aluminum, plastics, magazines, glass, white goods, metal and newsprint. Three convenience centers are equipped to accept used motor oil and oil filters. These three centers are also equipped to accept electronic equipment and components for recycling. The convenience centers are open from 7:00 AM until 7:00 PM, Monday through Saturday. Solid waste and recyclables are also accepted at the county transfer station, from 8:00 AM until 4:30 PM Monday through Friday, and from 8:00 AM until noon on Saturdays.

The county contracts with GDS for the transportation of solid waste from the collection sites to the county transfer station. In FY 2010/11 collection fees to GDS cost \$207,305.00, and operation of the convenience centers cost \$309,091.00.

In FY 2010/11, the county provided solid waste collection service to 9,842 households, and managed 11,668 total tons, at a total program cost of \$516,396.00. Total cost per household was \$52.47, and total cost per ton was \$44.26.

The Town of Burnsville contracts with GDS for curbside residential solid waste collection. In FY 2011/12 the Town managed a total of 360.95 tons of solid waste. The Town's overall program cost was \$92,500.

3. Recycling and Reuse

Yancey County collects recyclables at its transfer station site and the six convenience centers. Materials accepted include glass (three colors), aluminum, plastics, cardboard, magazines, white

goods, metal and newsprint. The county has a full-time Recycling Coordinator who oversees recycling collection, recyclables marketing, and public education regarding recycling. The county also has two fulltime Solid Waste and Recycling Technicians in addition to numerous part-time convenience center attendants.

The Town of Burnsville contracts with GDS to operate a residential curbside recycling program. Materials collected include glass (mixed), plastics, steel cans, and mixed paper. In FY 2010/11 the total tonnage of recyclables recovered by the Town was 42.03 tons. The Town provided recycling service to 661 households, collecting 11.34 tons of mixed glass, 5.38 tons of mixed plastic, 2.5 tons of steel cans, and 22.81 tons of mixed paper.

In FY 2010/11, the county provided recycling service to 9,842 households, and recovered 578.93 tons of recyclables. This total includes 100.09 tons of glass, 22.09 tons of plastics, 277.84 tons of white goods, 3.89 tons of aluminum cans, 29.53 tons of newsprint, 23.4 tons of cardboard, 45.79 tons of mixed paper, and 76.3 tons of pallets.

The county does not currently operate any reuse programs. However, the county supports local thrift shops and other charitable reuse programs. The county provides collection trailer storage space to local non-profits for collection of clothing for textile recycling.

4. Composting and Mulching

Yancey County does not currently operate any composting programs. The county recently received a permit to operate a Land Clearing and Inert Debris Treatment and Processing facility. Certain LCID materials, including woody debris, unpainted/untreated wood and pallets, are accepted at the LCID processing area. The C&D Landfill closed in 2009. The county collects Christmas trees every year at all county convenience centers. The trees are chipped and the mulch is given to county residents free of charge.

The county rents a tub grinder to process the LCID material to either sell as cheaply as possible or give away as mulch to county residents or use at the Energyxchange facility as needed. The county provides mulch to Energyxchange to use as an alternative fuel source in a wood fired boiler to provide heat to the innovative greenhouse and artist studio operation.

5. Incineration with Energy Recovery

Due to the volume of solid waste produced in Yancey County, the air quality issues associated with incineration facilities and the high capital costs of implementing a solid waste incineration facility, incineration is not a viable option for the county.

6. Incineration without Energy Recovery

Due to the volume of solid waste produced in Yancey County, the air quality issues associated with incineration facilities and the high capital costs of implementing a solid waste incineration facility, incineration is not a viable option for the county.

7. Transfer Outside Geographic Area

Yancey County currently contracts with Republic/GDS for transfer and disposal of solid waste. GDS collects solid waste at the Mitchell/Yancey County transfer station, and transports it to the Foothills Landfill in Caldwell County, North Carolina. The distance from the Mitchell/Yancey County Transfer Station to the Foothills Landfill is approximately 50 miles. The Foothills Landfill currently has an expected lifespan of approximately 37 years. The county's contract with GDS for this transfer/disposal service expires in 2015. Under the contract, the transfer/disposal fee is \$53/ton.

In FY 2010/11, approximately 24,965 (Mitchell & Yancey Counties) 13,483 (Yancey County only) tons of solid waste was transferred out of Yancey County for disposal at landfills outside the county at a cost of \$1,330,375 in transfer/disposal fees, and a cost of \$176,757 (Mitchell and Yancey Counties) \$88,378.50 (Yancey County only) for the operation of the transfer station.

Based on population projections for Yancey County, it is estimated that 13,624 tons of solid waste will be transferred out of the county in FY 2021/22. The waste reduction goals set by the county would reduce the FY 2021/22 figure to 8,174.

8. Disposal

Solid waste generated in Yancey County is disposed of under contract by GDS at its Foothills MSWLF facility in Caldwell County, North Carolina. The contract with GDS includes transfer and disposal for a fee of \$53 per ton. The County's contract with GDS expires in 2015.

Yancey County's permitted C&D landfill (located adjacent to the county's closed MSWLF site and transfer station) closed in May 2009.

The closed Mitchell/Yancey County MSWLF is the site of a Methane Gas to Energy project. The project, conducted by a non-profit agency, consists of the construction of a methane collection system within the closed landfill. The methane is used to fuel burners that heat greenhouses and operate a pottery kiln. The facilities are being used by local high schools, Penland School art students, and Mayland Community College.

The county has received a grant from the U.S. Department of Energy (DOE) to incorporate innovative green technology in order to remove woody items from the waste stream and generate heat and other energy at the Energyxchange site.

9. Education with the Community and Through the Schools

Yancey County incorporates solid waste management education into its High School curriculum. Solid waste issues are addressed in the Physical Science, Biology, and Applied Biology/Chemistry courses. In addition, the school system has added an Earth/Environmental Science course that addresses solid waste issues.

10. Special Wastes

Tires are collected free of charge at a mobile collection unit operated by the county. In FY 2010/11, the county collected 25,561 tires. The tires are currently being transferred to U.S. Tire Recycling Facility in Concord, NC for disposal.

White goods are collected free of charge at the Yancey County Transfer Station and at the convenience centers. 277.84 tons of white goods were collected in FY 2010/11. Freon is removed from refrigerators, freezers, and air conditioners and the materials are transferred to Tri-State Scrap Metal and sold as scrap.

Used oil is collected at the East Yancey Convenience Center. When the collection tank is full, a private contractor collects the oil for a nominal fee.

The local NC Cooperative Extension Agency office periodically offers household hazardous waste collection programs. The county has no plans at this time to duplicate this effort.

Requests to the county concerning disposal of lead acid batteries are referred to local service stations that are equipped to collect and store the batteries.

Motor vehicle oil filters

Receptacles for these items are in place at each convenience center and at the county landfill.

Beverage containers

Beverage containers have been banned from the county landfill.

Recyclable rigid plastic containers

Receptacles for these items are in place at each convenience center and at the county landfill.

Wooden pallets

The county has received a permit from NCDENR to create a processing/grinding area for pallets and woody products. Ground woody material is either sold as fuel for power or used by Energyxchange as an alternative energy source. The county has received a grant from the U.S. Department of Energy (DOE) to incorporate innovative green technology to remove woody items from the waste stream and generate heat and other energy at the Energyxchange.

Computer equipment and televisions

The county has contracted with a vendor to provide disposal and recycling of these items.

Abandoned manufactured homes

Yancey County anticipates having a plan in place regarding the disposal of intact abandoned manufactured homes. This plan will be contained in the county operations plan and will establish handling, disposal, and other procedures. The county will designate a site to accept abandoned manufactured homes, and will remove all white goods, asbestos, and all thermostats containing mercury. The county will establish a fee for this operation.

11. Illegal Disposal/Litter

Yancey County currently has an ordinance prohibiting illegal dumping, littering, and promiscuous dumping. The ordinance is enforced by an Environmental Officer, who works within the Yancey County Sheriff's Department. Complaints received by Yancey County Administration regarding illegal dumping are referred to the Environmental Officer. Illegal dump sites are cleaned up by the Yancey County Public Works Department.

12. Purchasing Recycled Products

Yancey County does not have a policy regarding the purchase of recycled products. The relatively small volume of products used by the County would make such a program uneconomical and have a relatively insignificant impact.

13. Disaster Response

Yancey County has updated its disaster response plan to include staging sites at the 6 county convenience centers, and mass animal mortality events. In the event of a natural disaster, Yancey County anticipates excess volumes of LCID and C&D materials (trees, metal, building materials, etc.). The county has adequate room at its transfer station site to stockpile these materials. The county will contact the Division of Waste Management in order to have these potential disaster debris sites approved. Upon evaluation of the materials, the county will consider renting a tub grinder to process the trees and clean wood, and will dispose of C&D material using approved contractors.

Given the rural nature of the county, the majority of the storm debris will have few adverse affects on the residents. The majority of the fallen trees will be cut up and used for firewood. Therefore, the county feels the areas at the transfer station and convenience centers will provide more than adequate sites for any storm debris that may be collected.

The county's farms are overwhelmingly used for crop production and are not engaged in large animal farming/breeding activities. In the unlikely event of a mass animal mortality incident, the county will follow the disaster response plan.

COST ANALYSIS

Yancey County's solid waste management programs are paid for out of the county's general fund, and tipping fees collected for non-residential solid waste. Additional revenue comes from reimbursements from the State's Tire Tax and White Goods Tax funds, and from the sale of recyclables and scrap metal.

<u>Revenues (FY 10-11)</u>	<u>Yancey County</u>	<u>Mitchell and Yancey</u>
Tipping Fees	\$229,547.00	\$841,421.00
Sale of Recyclables	\$207,305.00	
Sale of Scrap Metal	\$39,328.35	
State Tire Tax Reimb.	\$19,836.00	
State White Goods Tax Reimb.	\$5,958.32	
General Fund	\$1,009,440.41	
TOTAL REVENUES	\$1,323,276.00	

<u>Expenditures (FY 10-11)</u>	<u>Yancey County</u>	<u>Mitchell and Yancey</u>
Transfer/Disp. Fee to Waste Mgmt.	\$718,501.00	\$1,330,375.00
Collection Fees to GDS	\$207,305.00	
Operation of Transfer Station	\$88,378.50	\$176,757.00
Operation of Convenience Centers	\$309,091.00	
TOTAL EXPENDITURES	\$1,323,276.00	

The county purchased a skid loader for recyclables. In 2010, the county purchased a horizontal baler, additional recycling collection units and motor oil and oil filter collection apparatus. In May 2012, the county contracted with a vendor to replace the truck scales at the transfer station. The condition of current county solid waste infrastructure and equipment is good. Within the next ten years, the county will evaluate the need to expand the transfer station, as well as the need to purchase new recycling processing equipment.

Executive Summary

Yancey County will continue to provide all county citizens with waste collection services and waste reduction opportunities through the six convenience centers, and the transfer station. Projected growth in the county does not warrant additional collection sites at this time. The current recycling methods will continue and be maintained. The county has a mulching operation at the transfer station to provide mulch to county residents at little or no cost. Current procedures for handling special wastes are adequate and will continue.

With a per capita disposal rate of 0.64 for FY 2004-05, the 2006 goal was achieved. Therefore, the County retained the FY 2012-2013 goal of 40%, and set a new FY 2015-2016 goal of 40% as well.

Yancey County's FY 2007-08 per capita disposal rate was 0.79. Yancey County's 2010-11 per capita disposal rate was 0.65, a decrease of 17.7% compared to FY 07-08.

The County's new FY 20018-19 will be 40%.

Yancey County Waste Reduction Goals

- Goal 1.** To meet the County's waste reduction goals.
- Goal 2.** To provide everyone in the community with efficient and cost-effective waste collection services and waste reduction opportunities.
- Goal 3.** To increase the efficiency and cost effectiveness of the solid waste program.
- Goal 4.** To provide educational materials to businesses and communities wishing to increase the effectiveness of their solid waste reduction programs.
- Goal 5.** To protect public health and the environment.

Summary of Waste Stream

<u>Element</u>	<u>Tonnage</u>	<u>Percent of Total</u>
Newsprint	29.53	0.25
Glass	100.9	0.86
Total Plastic	22.09	0.19
Aluminum Cans	3.89	0.03
White Goods	277.84	2.38
Cardboard	23.4	0.20
Mixed Paper	45.79	0.39
Wood Pallets	76.3	0.65
Subtotal	579.74	
Grand Total	<u>11,668</u>	



RESOLUTION

ACCEPTING AND ENDORSING THE SOLID WASTE MANAGEMENT PLAN OF 2012 FOR YANCEY COUNTY

WHEREAS, it is a priority of this community to protect human health and the environment through safe and effective management of municipal solid waste; and

WHEREAS, the reduction of the amount and toxicity of the local waste stream is a goal of this community; and

WHEREAS, equitable and efficient delivery of solid waste management services is an essential characteristic of the local solid waste management system; and

WHEREAS, it is a goal of the community to maintain and improve its physical appearance and to reduce the adverse effects of illegal disposal and littering; and

WHEREAS, Yancey County recognizes its role in the encouragement of recycling markets by purchasing recycled products; and

WHEREAS, involvement and education of the citizenry is critical to the establishment of an effective local solid waste program; and

WHEREAS, the State of North Carolina has placed planning responsibility on local government for the management of solid waste; and

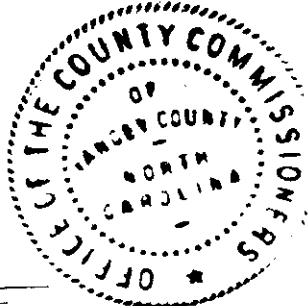
WHEREAS, NC General Statute 130A-309.09A(b) requires each unit of local government, either individually or in cooperation with other units of local government, to update the Ten Year Comprehensive Solid Waste Management Plan at least every three years; and

WHEREAS, the Yancey County Solid Waste Management Department has undertaken and completed a long-range planning effort to evaluate the appropriate technologies and strategies available to manage solid waste effectively; and

NOW, THEREFORE, BE IT RESOLVED by the Yancey County Board of County Commissioners that the Yancey County 2012 Ten Year Comprehensive Solid Waste Management Plan is accepted and endorsed and placed on file with Clerk to the Board on this day, June 5, 2012.

ADOPTED this the 5th day of June, 2012 by the Yancey County Board of County Commissioners.

(county seal)



Attest:

Johnny Riddle
Johnny Riddle, Chairman

J. Jason Robinson
J. Jason Robinson, Clerk to the Board

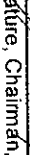

Signature, Chairman, Board of Commissioners Date

DOA-731 (Rev. 2/12)

County__Yancey.

July 1, 2012 through June 30, 2013

July 1, 2012 through June 30, 2013

Signature, Chairman, Board of Commissioners  Date 

DOA-732 (Rev. 2/12)
County Yancey
July 1, 2012 through June 30, 2013
REVISION # , DATE :

DOA-732 (Rev. 2/12)
County Yancey
July 1, 2012 through June 30, 2013
REVISION # , DATE :

[illegible]

*Adult Day Care & Adult Day Health Care Net Service Cost

ADDC	ADHC
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6	6
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10	10
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Certification of required minimum local match availability.

Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title	Date
_____	_____

Community Service Provider

Signature, County Finance Officer Brenda Paulson Date 6/27/12

Signature, Chairman, Board of Commissioners Date 6-15-11

Burnsville, NC 28714

Provider Services Summary

REVISION # , DATE:

[illegible]

1

Signature, County Finance Officer Brandi Buskirk Date 6/27/12

Signature, Chairman, Board of Commissioners	Date
	6/28/11

Attachment 6

Prepared by Donny J. Laws, Yancey County Attorney, PO Box 397, Burnsville, NC 28714

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Date: 6/27/12

Brandi Burlington
Finance Officer, Yancey County

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF YANCEY

31 May 2012

THIS LEASE AGREEMENT is made and entered into on this the day and year first above written, by and between, **SAMUEL K. YOUNG and wife, KIMBERLY M. YOUNG**, hereinafter referred to as Lessor, and **YANCEY COUNTY, a Body Politic and Corporate of the State of North Carolina**, hereinafter referred to as Lessee; thus

WITNESSETH

THAT WHEREAS the Lessor, in consideration of the agreements and covenant hereinafter mentioned and expressed, to be fulfilled and performed by the Lessee, does hereby lease and let unto the Lessee for the term hereinafter specified certain premises within that certain warehouse building being situated on a tract or parcel of land lying and being situated in Burnsville Township, Yancey County, North Carolina, along Love Fox Road, containing 5.37 acres as more particularly described in that Deed recorded of record at Yancey County Deed Book 528, Page 361, being particularly the southern one-third portion of said warehouse building so situated divided by a presently existing interior party wall, together with those easements more particularly described in Paragraph 16 of this Lease Agreement, the same being incorporated herein by reference, said premises being hereinafter referred to as the "Demised Premises", together with all appurtenances.

TO HAVE AND TO HOLD said premises unto the Lessee upon the following terms and conditions:

- 1) Term: The initial term of this Lease shall be for two years and shall commence on 1 July 2012 through and until 30 June 2014.
- 2) Basic Rent: Rents hereunder shall be payable as follows: All payments shall be made on or before the first day of each consecutive calendar month over the term of this Lease and shall be in an amount of \$2,000.00 per month.

- 3) Covenant of Title and Quiet Enjoyment: The Lessor covenants and warrants to the Lessee that the Lessor has full right and lawful authority to enter into this Lease for the term hereof and that provided the Lessee is not in default hereunder, Lessee's quiet and peaceable enjoyment of the premises shall not be disturbed by anyone claiming through the Lessor.
- 4) Inspection: The Lessor shall have the right at all times: (a) to enter and inspect the building, and (ii) upon reasonable notice to Lessee to enter and inspect the demised premises.
- 5) Insurance: The parties hereto do hereby covenant and agree that the Lessor has and shall maintain upon the warehouse building in which the demised premises is situate insurance against loss from fire and hazard. The Lessee covenants to and with the Lessor that it shall maintain a policy of general liability insurance which shall insure against damage or loss to person or property pertaining to the use of the demised premises by the Lessee, specifically naming the Lessor as an additional insured on any such policy of insurance and will provide evidence of such policies to Lessor. The Lessee further covenants to and with the Lessor that it shall main adequate insurance coverage upon any and all personal property, chattels, and inventory and products on hand so as to insure the same against damage or loss from fire or hazard.
- 6) Use of Premises by Lessee and Indemnification of Lessor: The Lessee covenants and agrees that it will use the demised premises for the purposes of providing such premises to a subsidiary organization known as Toe River Aggregation Center Training Organization Regional, Inc., a North Carolina Non-Profit Corporation, (a/k/a TRACTOR, Inc.) for the purposes of locating and operating a produce warehouse, cleaning, packing, and distribution operation, and for any other lawful purpose to which the demised premises might be usefully put, and will keep and maintain the same in compliance with all ordinances, laws, and regulations of authorities having jurisdiction thereof.
- 7) Responsibilities of Lessor: The Lessor shall maintain the roof, structural parts, fire suppression system and exterior of the building, plate glass, if any, plumbing, heating, cooling, and electrical systems, unless damage thereto shall result from the negligence of the Lessee, in which case the Lessee shall be responsible for the same. The Lessor shall in no event be liable for damage to the Lessee for the stoppage, curtailment, or reduction of heat, lighting, or other service or for injury to persons or property where the cause of the failure is beyond the control of the Lessor.

8) Alteration and Upkeep: With regard to alterations and renovations relative to the demised premises the parties hereto do hereby covenant and agree as follows:

a. The Lessor and the Lessee covenant and agree each with the other that the Lessor has identified certain structural improvements and modifications to the demised premises which such renovations are necessary for the premises to be used for the purposes to which the Lessee intends to put them. These renovations and improvements are particularly listed and detailed in a construction estimate which is appended hereto as Exhibit "A", said addendum being incorporated herein by reference as if set forth fully herein. (The parties hereto stipulate that the costs estimated on Exhibit "A" are for purposes of estimates only and that the actual costs may vary below or above those listed thereon.) With regard to such renovations and improvements the Lessor does hereby agree to engage a contractor and to make such improvements and renovations to the demised premises before the Lessee takes possession thereof. The parties hereto do hereby covenant and agree that the cost of such renovations shall be borne by the Lessor and further the Lessee does hereby agree to reimburse the Lessor the expense of such renovations according to the following schedule:

a) The Lessee shall pay unto the Lessor the sum of \$27,000.00 in a lump sum payment within thirty (30) days of the complete execution of this Lease Agreement.

b) The Lessee shall pay unto the Lessor the remaining balance of the amount owed for the total cost of the renovations in twenty-four (24) consecutive monthly installments each in an amount of 1/24th of the remaining balance with such payments being made along the same schedule as the basic rental payments set forth herein above.

b. That except as set forth herein above the Lessee shall make no additions, alterations, improvements, or partitions, or any modification of the demised premises, without the prior written approval of the Lessor.

c. The Lessee further covenants and agrees to keep the demised premises in good condition and to surrender and to deliver up the same in as good condition and repair as the same exists on the commencement of this Lease, reasonable wear and tear and excepted with the specific exception that any of the renovations and installation of equipment paid for by the Lessee as referenced herein above which may be removed and taken without permanent damage to the structural integrity of the warehouse building in which the demised premises are

situate shall be considered the sole and separate personal property of the Lessee herein and the Lessee shall be entitled to take possession of the same and remove them from the demised premises at the conclusion of this Lease Agreement should the Lessee so elect.

9) Fire or Casualty: If the building or the demised premises or any portion thereof shall be damaged or destroyed by fire or other casualty, the Lessor or Lessee shall have the right to terminate this Lease effective as of the date of such damage or destruction. If the Lessor and Lessee do not elect to terminate this Lease, then the rentals shall abate during the period of reconstruction.

10) Assignment or Subletting: The Lessee shall not have the right to assign this Lease or to sublet the demised premises in whole or in part, without the prior written consent of the Lessor with the specific exception that the Lessee may assign its rights hereunder at the end of the initial lease period to the entity known as Toe River Aggregation Center Training Organization Regional, Inc., a North Carolina Non-Profit Corporation, (a/k/a TRACTOR, Inc.) for purposes of negotiating any renewal hereof, should the Lessee so elect.

11) Default:

a) Each and every one and all of the following events shall constitute an event of default:

i) If the Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make such payment within five days of such payment being due as herein provided. For the purposes hereof all sum due from the Lessee shall constitute rentals whether denominated as rentals or otherwise elsewhere herein.

ii) If the Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement and such failure of performance continues for a period of fifteen days after notice thereof.

iii) If the Lessee vacates or abandons the demised premises.

b) Upon the occurrence of any event of default as set forth herein above, the Lessor shall have the right, at its option, to utilize any one or more of the following rights:

i) To require the payment of any and all money due and owing to the Lessor by the Lessee as reimbursement for the costs of the renovations due as set forth in Paragraph 9(a)(b) above which shall remain unpaid at

the time of default, subject to the provisions of the Non-Appropriation Clause set forth in Paragraph Number 21 herein below.

ii) To cancel and terminate this Lease Agreement and all interests of the Lessee hereunder by giving notice of such cancellation and termination not less than ten days prior to the effective date of such termination. Upon the expiration of such ten day period, the Lessee shall have no further rights under this Lease Agreement.

iii) To re-let the demised premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as the Lessor may elect, and to alter and repair the premises as the Lessor shall deem necessary.

iv) All other rights and remedies provided by law to Lessor with a defaulting Lessee, including all such money damages as the Lessor shall be entitled pursuant to the law of damages.

c) In the event of any conflict between any of the provisions hereof regarding the amount of time that must elapse without cure after notice of breach before the same constitutes an event of default, then the provisions establishing the greatest amount of time to cure after notice shall prevail

12) Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.

13) Construction of Lease: This lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.

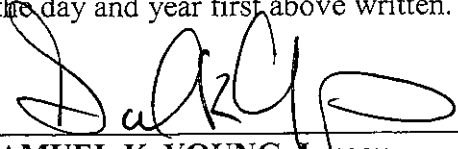
14) Easements: The Lessor does hereby give, grant, and convey unto the Lessee for and during the term of this Lease Agreement and any extensions and/or renewals thereof, an easement and right of way: 1) for the exclusive use of the parking area situated along the southern side of the warehouse building in which the demised premises is situate, and 2) for the non-exclusive use of the private drives which are located upon the 5.27 acre tract upon which the demised premises is situate which said drives lead to and from the public roadway and circularly around the warehouse building in which the demised premises are situate, and 3) for the non-exclusive use of the loading dock area situated along the eastern side of the warehouse building in which the demised premises is situated.

- 15) Utilities: The Lessee shall be solely responsible for and timely pay the cost of any and all utilities which it shall require for its use of the demised premises hereunder. The parties further agree each with the other that to the extent that any tap or connection fee shall be charged for the connection of any public utility for service to the demised premises the Lessee shall be solely responsible for the costs and expense of the installation of such utility.
- 16) Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.
- 17) Right of First Refusal: The Lessor does by execution hereof give, grant, and convey unto the Lessee herein the right of first refusal to purchase the entire warehouse building and acreage upon which it sits, upon the following terms and conditions:
- a. Should the Lessor receive a bona fide offer to purchase the said property it shall communicate the same, in writing, to the Lessee within seven (7) days of receipt thereof,
 - b. Upon receiving notice of any bona fide offer to purchase the said property the Lessee shall have thirty (30) days to exercise its right to purchase the said property upon the same terms and conditions and the bona fide offer received by the Lessor by notice to the Lessor, in writing, of its intent to purchase.
 - c. The closing of such purchase by the Lessee under this right of first refusal shall occur within ninety (90) days of the Lessor's receipt of the Lessee's written notice to exercise its right to purchase.
 - d. Should the Lessee desire not to purchase the property upon the terms of any other bona fide offer received by the Lessor for the purchase thereof the Lessee may waive its right of first refusal in writing at any time within the thirty (30) days allowed for its exercise as stated herein above.
- 18) Notices: All notices, demands, and requests which may be or are required to be given by either party of the other shall be in writing. All notices, demands, and requests by the Lessee to the Lessor shall be delivered to its principal office address at 209 Laurel Street, Burnsville, NC 28714, or at any other such

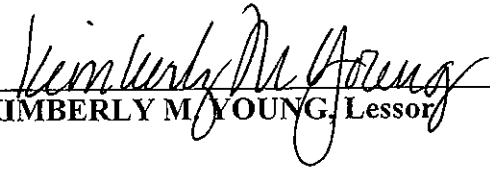
place as the Lessor may from time to time designate in written notice to the Lessee. All notices, demands, and requests by the Lessor to the Lessee shall be delivered to the Lessee at, the Office of the Yancey County Manager at 110 Town Square, Room 11, Burnsville, NC 28714, or at any such other place as the Lessee from time to time may designate in written notice to the Lessor. Notices, demands, and requests which shall be served upon the Lessor and Lessee in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder.

- 19) Integration Clause: Any stipulations, representations, or agreements, parol or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding on the parties hereto is contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.
- 20) Non-Appropriation Clause: If funds are not appropriated at any time during a subsequent fiscal year and there is no legal procedure or available funds by or with which payments can be made and the appropriation did not result from an act or omission by the Lessee then the Lessee shall have the right to terminate this Lease Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as to the portion of rent for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of the Lessee's fiscal year the Lessee's financial officer shall certify in writing in the event that funds are not appropriated for the fiscal period and that such non-appropriation was not as a result of any act or omission of the Lessee and that the Lessee has exhausted all funds legally available for the payment hereunder. If, however, and in the event that this Agreement shall be terminated for non-appropriation of funds and there shall remain at such time any amount then still due and owing to the Lessor as provided in Paragraph 9(a)(b) hereinabove, then the Lessee shall not be entitled to take and remove from the demised premises any items of personal property or goods and chattels of the Lessee located within the demised premises until such time as the sums then still due and owing under Paragraph 9(a)(b) are fully paid to the Lessor.

IN TESTIMONY WHEREOF the parties hereto have hereunto set heir hands and have affixed their respective seals on this the day and year first above written.



SAMUEL K. YOUNG, Lessor



KIMBERLY M. YOUNG, Lessor

YANCEY COUNTY, a Body Politic and
Corporate of the State of North Carolina,
Lessee


By: 
Title: Yancey County Manager

EXHIBIT "A"

Randy - 828-284-0409 Edwin - 828-778-2127

BUDGET ESTIMATE AND PROPOSAL

Job Name: TRACTOR Agriculture Processing Center

Job: Building Renovations

Date : 5/9/2012

Scope of Work:

Renovate and re-model existing warehouse space to specifications provided by TRACTOR representatives as per meetings, provided floor plans, plumbing, and electrical layouts.

Exterior Site Work Allowance:	\$	8,500.00
General Contractor Labor Allowance:	\$	17,952.00
Member and Material Allowance:	\$	14,299.00
Plumbing Allowance, Labor and Materials:	\$	14,468.00
Electrical Allowance, Labor and Materials:	\$	14,145.00
Brickwall and Metal Stud Firewall Allowance:	\$	-
Exterior Paint Allowance @ Office space:	\$	-

Allowance	\$	69,364.00
Total:		

D- Contingency Allowance: 10%

\$ 6,936.40

Budget Estimate Total:	\$	76,300.40
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WORK

EXCLUDED:

Handicap Restroom
Sprinkler
System
Water / Sewer Tap and Meter Fees
Interior Spray Foam Insulation at ceiling / walls of annex space
Facility Ventilation Fan
Interior paint

A Construction will be glad to get estimates on the above excluded items as per directive by TRACTOR representative.

Prepared by Donny J. Laws, Yancey County Attorney, PO Box 397, Burnsville, NC 28714

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Date: 6/27/12

Brandi Burleson
Finance Officer, Yancey County

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF YANCEY

31 May 2012

THIS LEASE AGREEMENT is made and entered into on this the 31 day of May 2012, by and between, **BUKER FAMILY LIMITED PARTNERSHIP**, hereinafter referred to as "Lessor", and **YANCEY COUNTY a Body Politic and Corporate of the State of North Carolina**, hereinafter referred to as "Lessee"; thus

WITNESSETH

THAT WHEREAS the Lessor is the owner of a tract or parcel of land set forth herein below as the Demised Property, which the Lessee is desirous of leasing from said Lessor, upon terms and provisions as hereinafter set forth.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration given and received, the receipt of which is hereby acknowledged, and for and in consideration of the mutual benefits to inure to the parties hereto, the Lessor does hereby lease and let unto the Lessee the below described tract of parcel of land, upon the terms and conditions hereinafter set forth:

- 1) Demised Premises: That certain portion of those lands owned by the Lessor situated in Yancey County, North Carolina, along Bukeridge Road in Burnsville, consisting of tennis courts and the area and curtilage thereabout within the presently existing chain link fence and parking area, together with an easement for ingress, egress, and regress over and upon any presently existing private drives leading to the demised premises, being a portion of those lands more particularly described at Yancey County Deed Book 324, Page 555. Further that all other personal property and chattels present upon the demised premises which are located in conjunction with the operation of a

tennis court facility, including without limitation, a tennis ball machine, and shelter, shall also be included as part of the demised premises.

- 2) Rent: The parties hereto do hereby covenant and agree, each with the other, that the Lessee shall pay no monetary consideration for the lease of the demised premises and do agree instead that the Lessee's obligations as undertaken hereunder shall stand in lieu of monetary rental payments to the Lessor.
- 3) Term of Lease: The term of this lease shall be for a term of five years and shall commence upon execution of this Lease Agreement by all of the parties hereto. The parties further covenant and agree that the Lessee shall have the right to renew this Lease Agreement for a successive five-year term, upon the same terms and conditions as herein set forth, provided that the Lessee is not in default of any of its obligations hereunder.
- 4) Termination: The parties hereto do hereby covenant and agree each with the other that either party may terminate this lease prior to the expiration thereof upon giving sixty (60) days written notice of the intent to terminate to the other party.
- 5) Quiet Enjoyment: The Lessor does hereby warrant unto the Lessee that the Lessee shall be entitled to possession, occupation, and quiet enjoyment of the demised premises for the duration of the term of this lease, free and clear from any and all interference from any other party.
- 6) Subletting and Assignment: The Lessee shall not have the right to sublet the premises demised hereunder without prior written approval of such from the Lessor.
- 7) Liability: The Lessee does further covenant and agree that it shall maintain general liability insurance coverage upon the demised premises in order to insure against loss or damage to person or property.
- 8) Purpose of Lease: The parties hereto do hereby covenant and agree that the purpose of this Lease shall be to extend to the Lessee the exclusive right and privilege to use and operate the demised premises as a public park and tennis court facility as a public park within the authority and jurisdiction of the Yancey County Parks and Recreation Department.
- 9) Binding Effect & Complete Terms: The terms, covenants, conditions, and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by the Lessor and the Lessee and by their respective heirs, successors, and assigns. All negotiations and agreements of the Lessor and the Lessee are merged herein. No modification hereof or other purported

agreement of the parties shall be enforceable unless the same is in writing and signed by the Lessor and Lessee.

- 10) Construction of Lease: This lease shall not be construed more strictly against either party regardless of which party is responsible for the preparation of the same.
- 11) Waiver: No failure by the Lessor to exercise any rights hereunder to which the Lessor may be entitled shall be deemed a waiver of the Lessor's right to subsequently exercise the same. The Lessee shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Lessor's failure to timely assert its rights. No acceleration of rentals, regardless of how often occurring, which the Lessor chooses to ignore by thereafter accepting rental or other performance by the Lessee shall constitute a waiver of the right to thereafter accelerate rentals.
- 12) Use of Property, Obligations of Lessee: The Lessee does hereby covenant to and with the Lessor that it shall undertake the following obligations with regard to its use of the demised premises:
 - a) That the Lessee shall maintain security of the demised premises as with other parks operated by the Yancey County Parks and Recreation Department and shall enforce all policies, resolutions, regulations, ordinances, etc. as may be or shall become in effect pertaining to the use of public parks in Yancey County.
 - b) That the use of the tennis court facility situated upon the demised premises shall be managed, scheduled, and supervised by the Yancey County Parks and Recreation Department in conjunction with the policies of said department applicable to use and scheduling of public parks in Yancey County.
 - c) That the Lessee shall keep in good order the tennis courts and facilities and shall have the right, but not the obligation, to maintain and improve any private drive leading to and from the demised premises which may be used to access the demised premises from the public roadway.
 - d) That the Lessee shall permit use of the demised premises only during daylight hours as that term may be defined by Yancey County policies concerning the operation of public park facilities.
- 13) Integration Clause: Any stipulations, representations, or agreements, parol or written, made prior to or contemporaneously with this Agreement, shall have no legal or equitable consequences, and the only agreement made and binding

on the parties hereto in contained herein and it is the complete and total integration of the intent and understanding of the Lessor and Lessee.

- 14) Non-Appropriation Clause: If funds are not appropriated at any time during a subsequent fiscal year and there is no legal procedure or available funds by or with which payments can be made necessary for the undertaking of the Lessee's obligations hereunder and the appropriation did not result from an act or omission by the Lessee then the Lessee shall have the right to terminate this Lease Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense. At least thirty (30) days prior to the end of the Lessee's fiscal year the Lessee's financial officer shall certify in writing in the event that funds are not appropriated for the fiscal period and that such non-appropriation was not as a result of any act or omission of the Lessee and that the Lessee has exhausted all funds legally available for the payment of and undertaking of the Lessee's obligations hereunder.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and have affixed their respective seals on this the day and year first above written.

**BUKER FAMILY LIMITED
PARTNERSHIP, Lessor**

By: Donna M. Buber
Title: General Partner

**YANCEY COUNTY, a Body Politic and
Corporate of the State of North Carolina,
Lessee**

By: Nate R. Benne
Title: Yancey County Manager

Attachment I

MEMORANDUM OF UNDERSTANDING

Between

EnergyXchange, a 501(c)(3) corporation,
and

Yancey County, North Carolina

This Memorandum of Understanding (hereinafter referenced as the "MOU") is effective as of the date of execution by and between the EnergyXchange, a non-profit corporation (hereinafter "EXC"), and Yancey County, North Carolina (hereinafter "Yancey"), relating to the use of a tractor located at the Yancey-Mitchell Counties Transfer Station and the observation of drop off materials at the wood waste pile located at the aforementioned transfer station's treatment and processing area.

I. Scope of Plan

A. Employees of the EXC are hereby allowed and permitted to use and operate the tractor owned by Yancey County and located at the Yancey-Mitchell County Transfer Station for use on the EXC premises and for purposes for which the tractor is ordinarily used.

1. Only EXC employees, as opposed to EXC residents, resident artists, Board members, EXC volunteers or any other person not employed by EXC, will be allowed and permitted to use and operate the tractor.

2. The permitted uses of the tractor by EXC employees shall be those uses for which the tractor is designed, including, but not limited to, transporting wood or other materials, and such use shall be geographically limited to the confines of the Yancey-Mitchell Counties Transfer Station and the EXC premises.

3. Any abuse of the tractor or use outside the scope of ordinary use for which the tractor is intended shall be reported immediately to the EXC Executive Director, who shall then report the same to the EXC Board of Directors, and this MOU shall be temporarily suspended until such issue is resolved in a mutually acceptable manner.

B. In exchange for the use of the tractor, EXC employees, agents, or representatives shall agree to observe the outer appearance of the wood pile located within the Transfer Station's Treatment and Processing Area. Such observation shall be visual in nature and shall not require a physical dismantling of the pile in any way. Such observation shall occur on at least a weekly basis by an EXC employee, agent or representative who has been informed of the type and kind of items that are not permitted to be dropped off in or on the wood pile.

1. Should an EXC employee, agent or representative observe unpermitted items in or on the wood pile, he or she shall immediately notify the Yancey employee or representative in charge of the Transfer Station. Said EXC employee, agent or representative's responsibility extends only to notification of Yancey that unpermitted items exist in or on the wood pile, and shall bear no responsibility for said items' removal.

JB
6-8-12

CL
6/7/12

C. Yancey County agrees to continue to provide fuel and maintenance of the tractor during the duration of this MOU. However, it is understood and agreed that if the tractor is damaged in a manner beyond ordinary wear and tear while being operated by an EXC employee for EXC purposes, EXC shall notify Yancey immediately, or Yancey shall notify EXC within 24 hours of its discovery of the damage, and if it is determined that the damage was caused by the act or omission of the EXC employee operating the tractor for EXC purposes, then EXC shall, within a reasonable time, effect such repairs as deemed necessary to the tractor's operation and to return the tractor to its condition as it existed immediately prior to the time of damage, and shall remit those funds necessary for such repairs. If the tractor is likewise damaged beyond repair, EXC shall obtain and grant to Yancey, through its own insurance or funds, a replacement tractor of substantially the same condition and quality as the tractor was at the time of the damage.

II. Terms of Understanding

A. Duration: This MOU shall commence as of the latest date of execution by any of the parties to the MOU. The duration of the MOU shall be perpetual.

B. Termination: This MOU may be terminated by written notice of not less than ten (10) days by any party to the MOU. If any party to the MOU fails to fulfill its obligations under this MOU in a timely and proper manner, or violates any of the covenants contained herein, the aggrieved party may terminate or suspend this MOU immediately upon written notice to the party alleged to be in violation of this MOU. In such a circumstance, the party alleged to have violated the terms of this MOU shall have a reasonable time and opportunity to cure the violation by mutually acceptable resolution, which shall not be unreasonably opposed, and upon the date of said cure, the MOU shall recommence as though it had not been suspended.

C. Consideration: No compensation or monetary consideration shall be due between the parties of this MOU.

D. Indemnification: EXC assumes all risk connected with the use and operation of the tractor by EXC employees for EXC purposes. Said assumption of risk extends to EXC operation of the tractor while on either EXC premises or Yancey premises. EXC also accepts all responsibility for the condition of the tractor, beyond ordinary wear and tear, while the tractor is being operated by EXC employees for EXC purposes. EXC agrees to indemnify and hold harmless Yancey for any and all liability, loss, personal injury, property damage, or other damages upon any claim or suit, whether brought at law or in equity, whether brought by any party to this MOU or brought by third parties against Yancey, arising from the acts or omissions, whether negligent or intentional, committed by EXC employees during the operation of the tractor for EXC purposes.

E. Insurance: EXC understands and agrees that it shall obtain and keep in force for the duration of this MOU liability insurance in an ample amount acceptable by Yancey, but not more than one million dollars (\$1,000,000). EXC shall arrange for Yancey, and

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6-8-12

6/7/12

Yancey shall arrange for EXC, to be listed as an additional insured on all policies of insurance applicable to the operation of the tractor and applicable to this MOU.

F. Relationship of the Parties: This MOU does not, in any way, create any relationship beyond a contractual relationship. EXC is solely responsible for the conduct and control of its employees and the work provided pursuant to this MOU. Yancey is not responsible for the EXC's use and operation of the tractor for EXC purposes. In observing and reporting on the wood pile, EXC disclaims any employee or agency relationship by and between any EXC employee, agent or representative and Yancey. Neither party to this MOU is an agent or employee of any other party to this MOU for any purpose, and may not speak for any other party, may not make representations purportedly for the other party to third parties, may not enter into any contracts or agreements on behalf of any other party, and may not bind any other party to any agreements, contracts, or payments of funds. This is not an exclusive agreement, and either party may contract with other third parties for similar services as those contemplated in this MOU.

G. Assignability: This MOU may not be assigned to any other party without the written consent of all parties.

H. Amendments: This MOU may be amended from time to time by unanimous and written consent from all parties.

EnergyXchange:

By:

Date:

[Print Name and Title]

Chad Leatherwood - President

Yancey County, North Carolina:

By:

Date:

[Print Name and Title]

Nathan R. Bennett, Yancey County Manager

NB
5-8-12

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6/7/12

